

Tbl 1 Witness/
Issues

TABLE 1 to Exhibit A - Verizon Virginia Inc.'s Answer to Petition

Verizon Virginia Inc's Issue/Witness List

<u>Cavalier Issues</u>	
<u>ISSUE</u>	<u>Witness</u>
Issue C1: Should Verizon be required to compensate Cavalier for Verizon's collocation on Cavalier premises?	Resolved
Issue C2: Should Verizon be required to compensate Cavalier for out-of-pocket expenses incurred in response to Verizon network rearrangements (such as tandem re-homing)?	Don Albert Pete D'Amico
Issue C3: Should meet-point billing be improved as set forth in Cavalier's Virginia arbitration petition?	Jonathan Smith
Issue C4: Should Cavalier be required to pay the unspecified charges of non-parties to the agreement, as determined at the sole discretion of such non-parties?	Jonathan Smith
Issue C5: Should Verizon be required to render affirmative but reasonably limited assistance to Cavalier in coordinating direct traffic exchange agreements with third parties?	Jonathan Smith
Issue C6: Should Verizon effect appropriate changes to its E911 tariffs and procedures to accommodate the provision of some E911-related services by CLECs such as Cavalier, as set forth in Cavalier's Virginia arbitration petition?	Wally Campbell William Green
Issue C7: Should joint grooming provisions be modified to accommodate existing arrangements involving more than 240 trunks in a wire center?	Resolved
Issue C8: Should Verizon be required to resume its pre-5/01 UNE T1 provisioning criteria?	Resolved
Issue C9: Should the agreement include language to address inconsistency between the results obtained by Verizon and by Cavalier from the loop prequalification database, to allow Cavalier to provide xDSL services on loops over 18,000 feet in length, and to adopt pricing for loop conditioning and loops used by Cavalier to provide xDSL services?	Rose Clayton

Issue C10: Should the agreement be modified to delete use of the term “accessible terminal” (§ 11.2.15.1), restore a provisioning interval (§ 11.2.15.8), modify a use restriction (§ 11.2.15.15), and add the queue, CO-connectivity-maps, and improved-field-survey terms from Cavalier’s Virginia arbitration petition?	Don Albert Alice Shocket
Issue C11: Should the agreement require improved project coordination for special access migrations to UNEs, particularly when an asset or ownership acquisition is involved?	Tom Maguire
Issue C12: Should the agreement address electronic loop provisioning and include a process to address the hot-cut process?	Tom Maguire
Issue C13: Should reciprocal charges apply for Cavalier’s processing of Verizon’s winback orders?	Resolved
Issue C14: Should the agreement require a limited trial to explore IDLC loop unbundling, as proposed in Cavalier’s Virginia arbitration petition?	Don Albert
Issue C15: Should an expedited provisioning interval apply for collocation augments involving certain combinations of services (DS1s/DS3s/Dark Fiber/power)?	Resolved
Issue C16: Should a unified engineering and make-ready process apply for pole attachments?	Alan Young
Issue C17: Should a new process govern proper handling of customer contacts, as proposed by Cavalier with issues 11 and 12 in its Virginia arbitration petition?	Jonathan Smith
Issue C18: Should a credit apply for Verizon pre-production errors, should remedies be aligned between CLEC and Verizon retail customers, and should appropriate contacts be required by Yellow Pages contracts and errors?	Michael Toothman Steve Spencer
Issue C19: Should a new process be used to reclassify end offices into different density cells for UNE pricing purposes, as proposed in Cavalier’s Virginia arbitration petition, and, specifically, should the Bethia end office be reclassified into density cell one or two?	Steve Spencer Dan Harris
Issue C20: Should Cavalier be allowed to charge prices higher than Verizon’s prices, if those prices remain subject to challenge by Verizon under 20.4?	Resolved

Issue C21: Should the agreement allow for a unilateral Verizon demand for deposits and advance payments?	Jonathan Smith
Issue C22: Should the insurance limits be adjusted to reflect Cavalier's actual coverage?	Resolved
Issue C23: Should the agreement require unspecified "affiliates" as additional insureds?	Resolved
Issue C24: Should an embargo or termination of services require prior Commission approval, as proposed in Cavalier's Virginia arbitration petition?	Jonathan Smith
Issue C25: Should the agreement include a new section 25.5.7: "for legally cognizable damages claimed as a result of either party's violation of state or federal law governing the provision of telecommunications services or commerce more generally, or as a result of either party's violation of any state or federal regulation governing telecommunications or commerce more generally?"	Steve Spencer Greg Romano
Issue C26: Should the provision for AAA arbitration be deleted or modified?	Resolved
Issue C27: Should pricing be added for charges from Cavalier for Cavalier truck rolls, Verizon missed/fouled appointments, and similar items?	Rose Clayton
Issue C28: Should the parties' obligations regarding V/FX traffic be reciprocal?	Terry Haynes
<u>Verizon Supplemental Issues</u>	
Issue V1: Should the Agreement provide that information services traffic is not subject to reciprocal compensation?	Resolved
Issue V2: Should the Agreement's provisions on V/FX traffic be reciprocal?	Resolved
Issue V3: Should the Agreement define the types of traffic eligible for, and the method of calculating, reciprocal compensation payments?	Resolved

Issue V4: Should the Agreement specify the compensation for traffic delivered to ISPs?	Resolved
Issue V5: Should Applicable Law Govern Whether Cavalier Receives the End office or Tandem Reciprocal Compensation Rate?	Resolved
Issue V6: Should the compensation for terminating local traffic consist of only the tandem or end office reciprocal compensation rates approved by the Commission?	Resolved
Issue V7: If, contrary to applicable law, Verizon is required to deliver traffic to a POI located at Cavalier premises, should the Agreement include reasonable terms and conditions governing Verizon's placement of facilities at Cavalier's premises?	Resolved
Issue V8: Should the Agreement contain language setting forth the Parties' obligations regarding fiber meet arrangements?	Resolved
Issue V9: Should Cavalier be required to charge Verizon a rate that is no higher than the rate Verizon charges for comparable services, unless Cavalier demonstrates to Verizon, the Commission, or the FCC, that Cavalier's costs to provide such services exceed Verizon's costs, and the Commission, or the FCC has issued an unstayed order directing Verizon to pay Cavalier's higher rate?	Resolved
Issue V10: Should the Agreement include language clarifying that Cavalier's obligation to route traffic in a manner that is consistent with the Local Exchange Routing Guide ("LERG") includes establishing separate trunks that segregate all traffic to a particular tandem from traffic to a different tandem?	Resolved

Issue V11: Should Cavalier be required to order access toll connecting facilities from Verizon through Verizon's access tariffs, when those facilities will be used solely for the exchange of access traffic?	Resolved
Issue V12: Should the Agreement include conflicting language concerning the routing of translated intraLATA 8YY traffic?	Resolved
Issue V13: Should the Agreement be modified to eliminate references to exchanging traffic using feature group B ("FG-B") exchange access trunks?	Resolved
Issue V14: Should the Agreement clarify that the Parties' mutual obligation to provide trunk groups that support 64K CCC functionality is subject to the technical limitations of available equipment?	Resolved
Issue V15: Should the Agreement include selective and incomplete language governing the busy line verification ("BLV") and busy line verification interrupt ("BLVI") services?	Resolved
Issue V16: Should the remaining provisions of Part C of Schedule 4 of the Agreement be deleted or moved, with Verizon's proposed changes, to the relevant sections of the Agreement?	Resolved
Issue V17: Should trunk group blocking notification obligations be reciprocal?	Resolved
Issue V18: For those LATAs where the Parties have not yet provisioned Traffic Exchange Trunks, should the Agreement contain language regarding Verizon's obligations to consider Cavalier's non-binding trunking forecasts?	Resolved
Issue V19: Should the Agreement implement the Bureau's finding in the <i>Virginia Arbitration Order</i> that Verizon is not obligated to expand dark fiber capacity based on Cavalier's non-binding forecasts?	Resolved

Issue V20: Should Cavalier be permitted to reserve dark fiber for more than 10 days, to the possible detriment of other CLECs and/or Verizon, now that Verizon offers parallel provisioning?	Resolved
Issue V21: Should Verizon be permitted to limit the number of intermediate Verizon Central Offices on an indirect route consistent with limitations in Verizon's network design and/or prevailing industry practices for optical transmission applications, provided that Verizon explains any such limitations to Cavalier?	Resolved
Issue V22: Should the Agreement clarify that, where a Dark Fiber IOF order must be provisioned using an indirect route that passes through intermediate central offices, Verizon may calculate the billable mileage as the sum of the distance between each of the central offices along such indirect route?	Resolved
Issue V23: Should the Agreement include non-controversial changes that clarify language, add definitions, or otherwise simply update Verizon's current dark fiber offering, to avoid later confusion or disputes?	Resolved
Issue V24: Should the Agreement include language clarifying that Cavalier is not entitled to purchase unbundled dark fiber for the purpose of leasing, reselling, or otherwise providing such dark fiber to other carriers?	Resolved
Issue V25: What terms and conditions should apply to "Intra Premises Wiring"?	Rich Rousey
Issue V26: Should the Agreement be updated to include loop provisioning intervals, pair swap provisions, and alternative pre-qualification terms for digital designed loops?	Resolved
Issue V27: Should the Agreement contain provisions governing the conversion of tariffed transport services used for interconnection purposes to unbundled IOF?	Resolved

<p>Issue V28: Should “services” be changed to “special access services” throughout § 11.13 of the Virginia Agreement to more accurately reflect the Bureau’s ruling in the <i>Virginia Arbitration Order</i>?</p>	<p>Resolved</p>
<p>Issue V29: Should Cavalier be required to submit an Access Service Request (“ASR”) to Verizon for each special access circuit it seeks to convert to an EEL unless the Parties otherwise agree?</p>	<p>Resolved</p>
<p>Issue V30: Should the effective billing date for conversion of special access service to EELs be the first day of the calendar month following Verizon’s receipt of Cavalier’s request for conversion?</p>	<p>Resolved</p>
<p>Issue V31: Should the Agreement provide that, where existing interconnection arrangements are to be converted to the new interconnection architecture specified in the Agreement, the Parties must develop a suitable written transition plan and may recover the costs for services provided in connection with such conversions?</p> <ul style="list-style-type: none"> a. Should the Agreement provide for the Parties to develop a written transition plan that addresses the relevant details of such a transition? b. Should the Agreement be modified to clarify that the Parties are entitled to recover costs for services provided in connection with converting existing interconnection arrangements? c. Should unclear and unnecessary language concerning transitions to new arrangements in Schedule 4, Part B § 3.1 be removed from the Agreement? 	<p>Resolved</p>
<p>Issue V32: Should the Agreement recognize that the Parties should negotiate in good faith concerning reasonable terms and conditions that apply to services or arrangements that have not yet been provided in Virginia?</p>	<p>Resolved</p>

Issue V33: Should the Agreement contain language addressing network security risks associated with interconnection at the public Internet Protocol network?	Resolved
Issue V34: Should Cavalier be required to provide monthly advanced payments of estimated charges, with appropriate true-up against actual billed charges, if Cavalier is insolvent or fails to timely pay two or more bills from Verizon or a Verizon affiliate in any 12-month period?	Jonathan Smith
Issue V35: Should the Agreement specify that it is an extension, amendment, and restatement of the Parties' prior interconnection agreement, rather than a new agreement, and that all monetary obligations owed under the prior agreement remain due under the new Agreement?	Resolved
Issue V36: Should the Agreement include non-controversial "clean up" changes that either clarify language or add definitions to the Virginia Agreement?	None. Legal argument.

Tbl 2 Relevant
Authority

TABLE 2 to Exhibit A - Verizon Virginia Inc.'s Answer to Petition

SHORT CITE LIST OF RELEVANT AUTHORITIES

<u>Short Citation</u>	<u>Full Citation</u>
Federal Statutes	
Act	<i>Telecommunications Act of 1996</i> , 47 U.S.C. § 151, <i>et seq.</i>
FCC Orders	
BA/GTE Merger Order	Memorandum Opinion and Order, <i>In re Application of GTE Corporation, Transferor, and Bell Atlantic Corporation, Transferee, For Consent to Transfer Control of Domestic and International Sections 214 and 310 Authorizations and Application to Transfer Control of a Submarine Cable Landing License</i> , 15 F.C.C.R. 14032 (2000).
Bethia Reconsideration Order	Order on Reconsideration, <i>Application of Cavalier Telephone, LLC to Reclassify the Bethia Wire Center Into Density Cell One</i> , PUC010213 (rel. March 7, 2002).
Bethia Order	Final Order, <i>Application of Cavalier Telephone, LLC to Reclassify the Bethia Wire Center Into Density Cell One</i> , PUC010213 (rel. Jan. 31, 2002).
Connecticut § 271 Order	Memorandum Opinion and Order, <i>In the Matter of Application of Verizon New York Inc., Verizon Long Distance, Verizon Enterprise Solutions, Verizon Global Networks Inc., and Verizon Select Services Inc., for Authorization to Provide In-Region, InterLATA Services in Connecticut</i> , 16 FCC Rcd. 14147, 16 FCC Rcd. 16831 (2001).
E911 Order	Order for Notice and Comment or Requests for Hearing, <i>In the Matter of Establishing Rules Governing the Provision of Enhanced 911 Service By Local Exchange Carriers</i> , Case No. PUC-2003-00103 (rel. August 1, 2003).
Enhanced Service Providers Order	Order, <i>Amendments of Part 69 of the Commission's Rule Relating to Enhanced Service Providers</i> , 3 FCC Rcd 2631 (1988).
FCC Customer Proprietary Order	Third Report and Order and Third Further Notice of Proposed Rulemaking, <i>In the Matter of Implementation of the Telecommunications Act of 1996: Telecommunications Carriers' Use of Customer Proprietary Network Information and Other Customer Information; Implementation of the Non-Accounting Safeguards of Sections 271 and 272 of the Communications Act of 1934, As Amended; 2000 Biennial Regulatory Review-Review of Policies and Rules Concerning Unauthorized Changes of Consumers' Long Distance Carriers</i> , 17 FCC Rcd 14860 (July 25, 2002).

<u>Short Citation</u>	<u>Full Citation</u>
FCC Emerging Declarations Order	Order, <i>In the Matter of Verizon petition for Emerging Declarations and Other Relief</i> , WC Docket No. 02-202 (December 23, 2002).
Intercarrier Compensation NPRM	Notice of Proposed Rulemaking, <i>In the Matter of Developing a Unified Intercarrier Compensation Regime</i> , 16 FCC Rcd 9610 (2001).
IRU Order	<i>International Communications Policies Governing Designation of Recognized Private Operating Agencies, Grants of IRUs in International Facilities, and Assignment of Data Network Identification Codes</i> , 104 FCC 2d 208 (1986).
ISP Remand Order	Order on Remand, <i>In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic</i> , 16 FCC Rcd 9151 (2001).
Line Sharing Order	Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in Docket No. 96-98, <i>In re Deployment of Wireline Services Offering Advanced Telecommunications Capability</i> , CC Docket No. 980147 and <i>In re Implementation of the Local Competition Provisions of the Telecommunications Act of 1996</i> , CC Docket No. 96-98, 14 F.C.C.R. 20912 (1999).
Local Competition Order	First Report and Order, <i>In re Implementation of the Local Competition Provision in the Telecommunications Act of 1996</i> , 11 F.C.C.R. 15499 (1996).
Louisiana §271 Order	Memorandum Opinion and Order, <i>Application by BellSouth Corporation, BellSouth Telecommunications, Inc., and BellSouth Long Distance, Inc., for Provision of In-Region, InterLATA Services in Louisiana</i> , 13 FCC Rcd 20599 (2002).
Massachusetts § 271 Order	Memorandum and Order, <i>In the Matter of Application of Verizon New England Inc., Bell Atlantic Communications, Inc. (d/b/a Verizon Long distance), NYNEX Long Distance Company (d/b/a Verizon Enterprise Solutions) and Verizon Global Networks Inc., For Authorization to Provide In-Region, InterLATA Services in Massachusetts</i> , 16 FCC Rcd. 8988 (rel. April 16, 2001).
New Hampshire/Delaware § 271 Order	Memorandum Opinion and Order, <i>In the Matter of Application by Verizon New England Inc., Verizon Delaware Inc., Bell Atlantic Communications Inc. (d/b/a Verizon Long Distance), NYNEX Long Distance Company (d/b/a Verizon Enterprise Solutions), Verizon Global Networks Inc., and Verizon Select Services Inc., for Authorization To Provide In-Region, InterLATA Services in New Hampshire and Delaware</i> , 17 FCC Rcd. 18660 (2002).

<u>Short Citation</u>	<u>Full Citation</u>
New Jersey § 271 Order	Memorandum Opinion and Order, <i>In the Matter of Application by Verizon New Jersey Inc., Bell Atlantic Communications Inc. (d/b/a Verizon Long Distance), NYNEX Long Distance Company (d/b/a Verizon Enterprise Solutions), Verizon Global Networks Inc., and Verizon Select Services Inc., for Authorization To Provide In-Region, InterLATA Services in New Jersey</i> , 17 FCC Rcd. 12275 (2002).
New York § 271 Order	Consent Decree, <i>In re Bell Atlantic-New York Authorization Under Section 271 of the Communications Act to Provide In-Region InterLATA Service in the State of New York</i> , 15 F.C.C.R. 5413 (2000).
Number Portability Order	<i>In the Matter of Telephone Number Portability</i> , 64 FR 46571, FCC 99-151, 16 Comm. Reg (P & F) 757 (rel. July 16, 1999).
Order on Reconsideration	Third Report and Order, CC Docket No. 96-115, Second Order on Reconsideration of the Second Report and Order, CC Docket No. 96-98, and Notice of Proposed Rulemaking, CC Docket No. 9-73, 14 FCC Rcd 15550, (September 9, 1999).
Pennsylvania §271 Order	Memorandum Opinion and Order, <i>In the Matter of Application of Verizon Pennsylvania Inc., Verizon Long Distance, Verizon Enterprise Solutions, Verizon Global Networks Inc., and Verizon Select Services Inc. for Authorization to Provide In-Region, InterLATA Services in</i> 16 FCC Rcd 17419 (2001).
Qwest Order	Memorandum Opinion and Order, <i>In the Matter of Qwest Communications International Inc. and USWEST, Inc., Applications for Transfer and Control of Domestic and International Sections 214 and 310 Authorizations and Applications to Transfer Control of a Submarine Cable Landing License</i> , 15 FCC Rcd 11909 (2000).
Rhode Island § 271 Order	Memorandum Opinion and Order, <i>In the Matter of Application by Verizon New England Inc., Bell Atlantic Communications Inc. (d/b/a Verizon Long Distance), NYNEX Long Distance Company (d/b/a Verizon Enterprise Solutions), Verizon Global Networks Inc., and Verizon Select Services Inc., for Authorization To Provide In-Region, InterLATA Services in Rhode Island</i> , 17 FCC Rcd. 3300 (2002).
Third Report and Order Docket 96-115	<i>Third Report and Order, CC Docket No. 96-115, Second Order on Reconsideration of the Second Report and Order, CC Docket No. 96-98, and Notice of Proposed Rulemaking, CC Docket No. 9-73, 14 FCC Rcd 15550 (September 9, 1999).</i>

<u>Short Citation</u>	<u>Full Citation</u>
Triennial Review Order	Report and Order and Order on Remand and Further Notice of Proposed Rulemaking, <i>In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carrier; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Deployment of Wireline Services Offering Advanced Telecommunications Capability</i> , CC Docket Nos. 01-338, 96-98, 98-147, FCC 03-36 (rel. August 21, 2003)
UNE Remand Order	Third Report and Order and Fourth Further Notice of Proposed Rulemaking, <i>In the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996</i> , 15 F.C.C.R. 3696 (1999).
Virginia Arbitration Order	Memorandum Opinion and Order, <i>In the Matter of Petition of WorldCom, Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia Inc. and for Expedited Arbitration; In the Matter of Petition of Cox Virginia Telecom, Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia Inc. and for Arbitration; In the Matter of Petition of AT&T Communications of Virginia Inc. Pursuant to Section 252(e)(5) of the Communications for Act for Preemption of the Jurisdiction of The Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia Inc.</i> , CC Docket No. 00-218; CC Docket No. 00-249; CC Docket No. 00-251, DA 02-1731 (June 17, 2002).
Virginia Arbitration Pricing Order	Memorandum Opinion and Order, <i>In the Matter of Petition of WorldCom, Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia Inc. and for Expedited Arbitration; In the Matter of Petition of AT&T Communications of Virginia Inc. Pursuant to Section 252(e)(5) of the Communications for Act for Preemption of the Jurisdiction of The Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia Inc.</i> , CC Docket No. 00-218; CC Docket No. 00-251, DA 03-2738 (August 29, 2003).

<u>Short Citation</u>	<u>Full Citation</u>
Virginia § 271 Order	Memorandum Opinion and Order, <i>Application by Verizon Virginia Inc., Verizon Long Distance Virginia, Inc., Verizon Enterprise Solutions Virginia Inc., Verizon Global Networks Inc., and Verizon Select Services of Virginia Inc., for Authorization to Provide In-Region, InterLATA Services In Virginia</i> , 17 FCC Rcd 21880 (October 30, 2002).
Virginia Electric & Power Order	<i>In the Matter of Cavalier Telephone, LLC v. Virginia Electric & Power Company</i> , 15 FCC Rcd 9563, (June 7, 2000).
Federal Cases	
AT&T 1983	<i>United States v. AT&T</i> , 552 F. Supp. 131, 196, 229 (D.D.C. 1982), <i>aff'd</i> , 460 U.S.1001 (1983).
Cavalier E.D. Va. Billing Order	<i>Cavalier Telephone, LLC v. Verizon Virginia, Inc.</i> Civil Action Number 3:01CV736 (E.D. Va. Nov. 21, 2001) (Memorandum Opinion denying Motion for a Temporary Restraining Order and Preliminary Injunction).
Iowa Utilities I	<i>Iowa Utilities Bd. v. Federal Communications Comm'n</i> , 120 F.3d 753, 813 (8 th Cir. 1997).
Iowa Utilities II	<i>Iowa Utilities Board v. FCC</i> , 219 F.3d 744 (8 th Cir. 2000).
WorldCom Decision	<i>WorldCom, Inc. v FCC</i> , 288 F.3d 429, 434 (D.C. Cir. 2002).
State Commission Decision	
Virginia Hearing Examiner Report	Report of Alexander F. Skirpan, Jr., Hearing Examiner, <i>See In the matter of Verizon Virginia, Inc., to Verify Compliance with the Conditions Set Forth in 47 U.S.C. § 271(c)</i> , Virginia State Corporation Commission Case No.PUC-2002-00046 (July 12, 2002).
Virginia PAP Proceeding	Order, <i>Establishment of a Performance Assurance Plan for Verizon Virginia Inc.</i> , PUC010226 (Va. SCC, Filed Nov. 1, 2001).
Virginia SCC E911 Order	Order for Notice and Comment or Requests for Hearing, <i>Ex Parte: In the matter of establishing rules governing the provision of enhanced 911 service by local exchange carriers</i> , Case No. PUC-2003-00103 (Virginia State Corp. Comm'n. August 1, 2003).
Virginia SCC Order Approving Optional Regulation Plan	Final Order, <i>Ex Parte : In the Matter of Promulgating an Experimental Plan for the Optional Regulation of Telephone Companies</i> , Case No. PUC880035 (Va. SCC, Dec. 15, 1988).

Exhibit B

EXHIBIT B

**EXHIBIT B TO VERIZON'S ANSWER TO THE
PETITION OF CAVALIER TELEPHONE, LLC**

Before The
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of)	
)	
Petition of Cavalier Telephone, LLC)	
Pursuant to Section 252(e)(5) of the)	WC Docket No. 02-359
Communications Act for Preemption)	
of the Jurisdiction of the Virginia State)	
Corporation Commission Regarding)	
Interconnection Disputes with Verizon)	
Virginia, Inc. and for Arbitration)	

**VERIZON VIRGINIA INC.'s SUPPLEMENTAL STATEMENT
OF UNRESOLVED ISSUES**

Issue V2: Should the Agreement's provisions on V/FX traffic be reciprocal? (§§ 1.51(7), 1.52(a), 4.2.7.15(c), 5.6.8, 5.7.5.2.1, 5.7.5.2.4.1, 5.7.5.2.4.2, 5.7.69)

Verizon incorporates its response to Issue C-28 by reference.¹

¹ In its petition Cavalier stated that Issue V1 and V3 through V6 are resolved in principle. Verizon agrees, and therefore is not including those issues in this appendix

Issue V25: What terms and conditions should apply to “Intra Premises Wiring”? (§§ 1.34(a); 11.2.14; 11.2.16)).

Cavalier’s Position:

Cavalier does not disagree with the general principle stated in the issue, but has not yet been able to reach agreement with Verizon on the Specific language concerning this issue.

Verizon’s Position and Proposed Resolution:

Verizon is proposing language that is consistent with the *Triennial Review Order*, and Verizon’s proposal should, therefore, be adopted. The *Triennial Review Order* devoted approximately 15 pages to Inside Wire Subloops. Rather than modifying the already complicated language from the AT&T agreement to reflect the *Triennial Review Order*, Verizon is now offering Cavalier a simple one-paragraph provision that says, inter alia, that “Verizon shall provide Cavalier with access to Inside Wire Subloops in accordance with, but only to the extent required by, Applicable Law.” This proposal should be adopted.

Relevant Authority:

Triennial Review Order

Issue V34: Should Cavalier be required to provide monthly advanced payments of estimated charges, with appropriate true-up against actual billed charges, if Cavalier is insolvent or fails to timely pay two or more bills from Verizon or a Verizon affiliate in any 12-month period? (§ 20.6).

Verizon incorporates its response to Issue C-21 by reference.

Issue V36: Should the Agreement include non-controversial “clean up” changes that either clarify language or add definitions to the Virginia Agreement? (§10.3.3.1).

Cavalier’s Position:

Cavalier does not disagree with the general principle stated in the issue, but has yet been able to reach agreement with Verizon on the specific language concerning this issue.

Verizon’s Position and Proposed Resolution:

The parties have resolved all issues here, except for Proposed Section 10.3.3.1, which relates to traffic forecasts. Verizon had proposed two sets of forecast obligations. The first, imposed only on Cavalier, comes into play if Cavalier reasonably expects, that for certain types of traffic, traffic originating on Verizon’s network and terminating on Cavalier’s network will be more than three times the traffic in the other direction. The second obligation requires both parties to provide forecasts if traffic in one direction is no more than three times the traffic in the other direction.

Cavalier objected to the first obligation because it was not mutual and proposed to make it so. Verizon proposes to drop this first forecast obligation, leaving only the second obligation, which is mutual. This proposal should meet Cavalier’s concerns and therefore should be adopted.

Relevant Authority:

None